

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		1
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 10 February 2009		4. REQUISITION/PURCHASE REQ. NO. 4200248332		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Ames Research Center Janessa M. Schantin, 241-1 Moffett Field, CA 94035-1000		CODE JAZ		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) TO ALL PROSPECTIVE OFFERORS				(4)		9A. AMENDMENT OF SOLICITATION NO. NNA090248332R-AMR	
						9B. DATED (<i>SEE ITEM 11</i>) 1/9/09	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (<i>SEE ITEM 13</i>)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. This amendment is issued to update Section L. and Section H. of the RFP.

2. Section L.12.2

Paragraph (c) has been updated to correct a typo.

As a result of the forgoing, page L-14 of the solicitation is deleted and replaced by the attached page L-14.

3. Section L.12.2.3

First sentence has been updated to identify the maximum number of contracts to be provided.

As result of the forgoing, page L-15 of the solicitation is deleted and replaced by the attached page L-15.

4. Section H.14

The first bullet in paragraph (c)(2) has been updated.

As a result of the forgoing, page H-8 of the solicitation is deleted and replaced by the attached page H-8.

5. All other requirements remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

<u>Dollars</u>	<u>Percent of Contract Value</u>
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(TO BE PROPOSED BY OFFEROR)

(End of Clause)

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

The ACES fast time simulation software is being developed as a tool to be utilized by NASA, the FAA, other government agencies, universities, and private industry to conduct advanced air traffic management research. The software development process may require that the contractor have access to proprietary information regarding concepts, software models, and data developed by other parties. Since the contractor may also be a developer of air traffic management concepts and software models in work outside the scope of this contract, this creates a potential organizational conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof engage in the following activities:

- Either (i) develop concepts or software models using proprietary information, not owned by the contractor, to which it had access during the performance of this contract or (ii) otherwise use such proprietary information outside of the performance of this contract, UNLESS such proprietary information is first released or otherwise made available to the public.
- Disseminate proprietary information within the Contractor organization or elsewhere beyond the Contractor group performing the work under this contract unless this information is released or otherwise made available to the public.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary or affiliate of the corporation. This information shall concern only work performed by the Offeror's or major subcontractor's business entity that will perform the work under this contract, if awarded.

(b) In addition to the information listed above, the Government may obtain data regarding past performance of the Offeror and major subcontractors from sources such as the NASA FAC (Financial and Contract) System (electronic database of NASA contracts), NASA's award fee score database, NASA's CPAP (Contractor Performance Assessment Program), the NASA Inspector General, the government list of debarred or suspended contractors, direct queries of customers, and other sources as deemed necessary. If NASA identifies contracts considered relevant to this evaluation, which were not included in the references submitted by an Offeror or major subcontractor, NASA may solicit information regarding contract performance from appropriate sources as necessary.

(c) Relevant contracts are contracts that are valued at over \$1M and which have been completed within the last 3 years or which are currently being performed for at least a year. There is a limit of 5 relevant contracts, except in section L12.2.3 below, regardless of the number of subcontractor/team members. The information specified in L12.2.3 is to be supplied as stipulated.

L.12.2.1 Relevant Technical Performance

The Offeror and major subcontractors (subcontracts with an aggregate value of \$650,000 or more) may provide relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on the following topics:

- Compliance with technical requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovative and resource efficient solutions to satisfy technical requirements
- Problems encountered and the corrective actions taken

L.12.2.2 Relevant Contract Management

The Offeror and major subcontractors may provide relevant contract management information for each of their reference contracts to assist in the Government's evaluation on the following topics:

- Record of conformance with the terms and conditions of contracts
- Schedule compliance at the project level
- Cost performance at the project level
- Staffing effectively with appropriate skill mixes
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Information related to the timely and fair implementation and/or negotiation of contract changes
- Safety record
- Evidence of effective interface with customers and users
- Subcontract management
- The management of both small and large tasks as well as the management of a large number of varied tasks simultaneously

- The human resources activity and history of effectively hiring, retaining, and motivating quality personnel
- The response to work as assigned and the completion of work plans

L.12.2.3 Other Information

For all relevant contracts and for a maximum of five additional contracts completed within the last three years or active for at least one-year, the Offeror and major subcontractors shall:

- Provide past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement.
- Describe significant awards and certifications received. Identify what part of the company received the award or certification, when it was received and whether any certifications are still current.
- For Award Fee or Incentive Fee contracts, provide the fee results by evaluation period.
- For each cost-type contract, specify the amounts and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.
- Provide examples of improved quality performance and the metrics used to measure the improvement.
- Identify and explain any serious performance problems, any termination for default, any environmental violations, and any cited safety violations.
- Submit certified Financial Statements, including income statement and balance sheets, for the past three years. If this information is proprietary to the Subcontractor, the Subcontractor may submit certified Financial Statements directly to the government.

L.12.2.4 Submission of Reference Information

(a) Each Offeror and major subcontractor shall complete Sections I and II of the Past Performance Questionnaire in Section J(b), Attachment 1 for each active (underway at least one year) or recently completed (completed within the last three years) NASA contract valued at or above \$650,000 that is relevant, and for each reference identified in paragraphs (b) and (c) below. These are to be sent directly to the Government. To facilitate the review process, the Offeror is requested to send a list of the contracts, with a contact name, telephone number or email address, for each questionnaire directly to the Government at least 10 calendar days prior to the proposal due date.

(b) Each Offeror and major subcontractor shall send a blank questionnaire to the Contracting Officer or Contracting Officer's Technical Representative of five completed (completed within the last three years) or active (underway at least one year) relevant NASA contracts.

(c) Each Offeror and major subcontractor shall provide blank questionnaires to customers from two other relevant (United States, State or local) Government contracts, and from two relevant commercial contracts.

(d) Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government. Questionnaires will be accepted until the closing time and date for receipt of proposals. If the Offeror or major subcontractor does not have enough references to meet